

RESOLUTION NO. 2023

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE 2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT REFERRED TO AS LOCAL AGENCY AGREEMENT NO. 19,519 BETWEEN THE CITY OF WILSONVILLE, THE OREGON DEPARTMENT OF TRANSPORTATION, AND METRO FOR CONSTRUCTION OF THE BOECKMAN ROAD EXTENSION

WHEREAS, on October 21, 2002, the City Council of the City of Wilsonville passed Resolution 1799 authorizing the Mayor to execute an intergovernmental agreement with the State of Oregon acting by and through its Department of Transportation titled "2001 Oregon Transportation Investment Act Agreement, Boeckman Road—Tooze Road Connection"; and

WHEREAS, on March 13, 2003 the City of Wilsonville entered into said intergovernmental agreement, known as Local Agency Agreement No. 19,519 (the "Agreement"), with the Oregon Department of Transportation and Metro to address construction of the Boeckman Road to Tooze Road Connection (the "Project") and provide funding under the 2001 OTIA program for the Project; and

WHEREAS, on March 15, 2006 the parties to the Agreement including the City of Wilsonville amended the Agreement to add federal funds to the Project, modify the milestones, and split the Project into two (2) phases; and

WHEREAS, the parties to the Agreement seek to amend the Agreement a second time to address a four-party Metro resolution between the City of Wilsonville, ODOT, Metro, and Clackamas County adopted when the OTIA funds and federal funds were originally approved for this project and which called for any additional federal funds to be split equally between the parties; and

WHEREAS, the parties made efforts to seek additional federal discretionary funds; and

WHEREAS, those funds were received and are documented in IGA Amendment #1; and

WHEREAS, it has now been agreed by the parties to reduce MTIP and STIP funding amounts for the project to reflect the four-way split of the additional \$800,000 in federal funds received by the project; and

WHEREAS, Amendment #2 will reduce the project's MTIP and STIP funds by approximately \$600,000 and the City of Wilsonville agrees to this modification to meet the terms of the Metro resolution and has made deposit for the project considering this reduction; and

WHEREAS, the agreement amendment also revises project OTIA milestones which are under concurrent review by the OTIA Steering Group (OSG) which has already reviewed a draft change request; and

WHEREAS, the Project bid opening was August 24, 2006 and the project award was September 8, 2006; and

WHEREAS, Amendment #2 is to be executed by project construction Notice to Proceed, and

WHEREAS, the amendment bluebacks have been signed by the ODOT Region 1 Manager and Metro; and

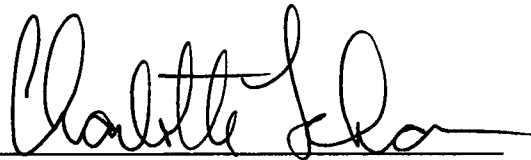
WHEREAS, ODOT has anticipated that the project construction Notice to Proceed would be around 45 days after bid or around Monday, October 9, 2006.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville City Council authorizes the Mayor to execute Amendment No. 2 to Local Agency Agreement No. 19,519, the 2001 Oregon Transportation Investment Act Agreement for the Boeckman Road to Tooze Road Connection, attached hereto as Exhibit A and incorporated as if fully set forth herein, between the City of Wilsonville, the Oregon Department of Transportation, and Metro;

2. The effective date of this Resolution is October 2, 2006.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of October 2006, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:


Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Knapp	Yes
Councilor Kirk	Yes
Councilor Ripple	Yes
Councilor Holt	Excused

List of Exhibits

Exhibit A – Amendment #2 to Intergovernmental Agreement Between The City of Wilsonville, the Oregon Department of Transportation and Metro Regarding the Boeckman Road to Tooze Road Connection Project

Exhibit B – 2001 Oregon Transportation Investment Act Agreement, Boeckman Road – Tooze Road Connection. Contract No. 19,519 signed February 2003.

**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: October 2, 2006
TO: Honorable Mayor and Councilors
FROM: Kristin Retherford, Urban Renewal Project manager

SUBJECT: 2nd Amendment to Local Agency Agreement No. 19,519 between the City of Wilsonville, the Oregon Department of Transportation and Metro concerning the construction of the Boeckman Road to Tooze Road Connection Project

Background: In March of 2003 the City entered into the above agreement to provide Oregon Transportation Investment Act funding for the Boeckman Road project. On February 28, 2006 the Council approved a resolution to amend this Agreement to show that the project is to be constructed in two phases rather than one, to include federal funding, to reflect increased project costs, and to address utility work that has been incorporated into the project.

A second amendment is now needed. When OTIA and federal funds were originally approved for this project it was determined by the parties involved, City of Wilsonville, ODOT, Metro, and Clackamas County, that any additional federal funds received by the project would be split equally between the parties. An additional \$800,000 in federal funds was received by the project to be divided four ways. Because of certain limitations, these funds must stay with the project. Consequently, the project's MTIP and STIP funds are to be adjusted downwards by approximately \$600,000.

This amendment also revises project OTIA milestones to reflect the actual project bid opening of August 24, 2006 and the project award of September 8, 2006. ODOT requests that the Amendment be executed prior to the project construction Notice to Proceed which is scheduled for the week of October 9th, 2006. The amendment bluebacks have already been signed by the ODOT Region 1 Manager and Metro.

Recommendation: Staff recommends City Council adopt a Resolution authorizing the Mayor to execute a second amendment to Local Agency Agreement 19,519 between the City of Wilsonville, ODOT and Metro addressing the funding and construction of the Boeckman Road extension.

Kristin Retherford

Urban Renewal Project Manager

Date

EXHIBIT B
Resolution No. 2023

Misc. Contracts & Agreements
No. 19,519

2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Boeckman Road – Tooze Road Connection

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; CITY OF WILSONVILLE, Acting by and through its City Council, hereinafter referred to as "City"; and Metro, acting by and through its Chief Operating Officer, hereinafter referred to as "Metro".

RECITALS

1. The 2001 Oregon Transportation Investment Act Program, hereinafter referred to as the "2001 OTIA Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission.
2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included City's Boeckman Road to Tooze Road Connection Project, as described in Exhibit "A".
3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. City shall complete Preliminary Engineering & Design, Environmental Assessment, access management plan and acquisition of easements and Right-of-way and Construction for Boeckman to Tooze Road Connection, hereinafter known as "Project". A Project description and budget are shown on Exhibit "A", attached hereto and by this reference made a part hereof. A sketch map showing the location and approximate limits of the Project is shown on Exhibit "B", attached hereto and by this reference made a part hereof.
2. The total estimated cost of the Project is \$15,693,003. The budget is shown on Exhibit "A".
3. 2001 OTIA Program funds shall be limited to \$1,976,378. OTIA funds shall be used for the Access Management Plan, Preliminary Engineering & Design, Environmental Assessment, and partial acquisition of easements and Right-of-way. ODOT has

committed \$1,956,625 in federal funds available to ODOT to go toward the construction phase of the Project. Metro has also committed \$1,956,625 in federal funds available to Metro toward the construction phase to be programmed in the 2004-2007 Statewide Transportation Improvement Program, Metro Resolution 02-3151 attached hereto, marked Exhibit "D", and by this reference made a part hereof. An amendment to this agreement shall be required prior to incurring costs applied to construction to add TIP and STIP programming information. As federal funds will be used for the construction, the federal Standard Provisions shall apply to "all" Project phases, and are attached hereto, marked Attachment 1, and by this reference made a part hereof. City is responsible for providing all Project funds in excess of the OTIA and federal funds. The total cost for all phases, including construction is estimated to be \$15,693,003. The Project shall be completed no later than December 31, 2006.

4. This agreement shall become effective on the date all required signatures are obtained and shall be completed according to the schedule outlined in Paragraph 4, City Obligations. Only work begun after the effective date of this agreement is eligible for reimbursement with OTIA funds.

5. The funds available under the 2001 OTIA Program are State Highway Funds. To be eligible for reimbursement under the 2001 OTIA Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.

6. City and ODOT have a joint obligation to ensure timely expenditure of 2001 OTIA Program monies and comply with the provisions of the bonds that finance the 2001 OTIA Program.

CITY OBLIGATIONS

1. City, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates and the access management plan; obtain all easements and right-of-way, if any, required for Project in compliance with ORS 281.060, ORS 35.346, and the State of Oregon Right of Way Manual; obtain all required permits, including, but not limited to land use, regulatory/environmental and local; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in City Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents provide Project management services; and other necessary functions for administration of the contract.

2. The Project shall be developed in conformance with recommended AASHTO standards as stated in the Standard Provisions, paragraph 37. City agrees and understands that a mutual review of the construction plans shall be conducted prior to advertisement for construction bid proposals, and that ODOT's and FHWA's written approval is necessary before such advertisement. City shall, upon receipt of acceptable billing, reimburse ODOT for ODOT's plan review, technical inspection, monitoring services, advertisement and award of the Project. The cost estimate for said ODOT review is \$40,000.

3. City shall provide ODOT with sufficient information to complete a project prospectus so that ODOT can track Project using ODOT's automated management system.
4. a. City shall submit documentation to ODOT's Project Liaison that shows that City has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: October 31, 2004

Documentation: Letter from City documenting that the milestone has been met.

Right of Way Acquisition: May 31, 2005

Documentation: Letter from City's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) the right-of-way acquisition has been completed in accordance with those certain right of way requirements contained in City Obligations, paragraph 1, of this agreement.

Permits: October 31, 2004

Documentation: Letter from City indicating that all Permits have been obtained.

Final Plans / Biddable Engineering Documents: May 31, 2005

Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: June 30, 2005

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: December 31, 2006

Documentation: a letter from City indicating that construction is substantially complete.

Project Completion: December 31, 2006

Documentation: Letter from City indicating that the Project is complete and open to traffic, accompanied by City's final billing to ODOT.

- b. If the City does not meet a Project milestone date within one month of the date specified in City Obligations, Paragraph 4.a, reimbursement of City's Project expense shall be changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the City has completed the milestone and Project is back on schedule.
- c. Immediately upon missing a milestone date, City and ODOT shall establish a project review team including City's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be

taken by City to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.

- d. In the event that the Project schedule itemized in City Obligations 4.a. is revised pursuant to City Obligation 4.c, the City's Project Liaison and ODOT's Project Liaison shall reduce the revision to writing. The City's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into the intergovernmental agreement by entering into a formal amendment to this agreement.
- e. When the Project is back on schedule according to the milestones set out in City Obligations 4.a., including a revised schedule adopted by formal amendment, City shall receive any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.

5. City shall present invoices for the eligible, actual costs incurred by City on behalf of the Project directly to ODOT's Project Liaison for review and approval. Such invoices shall be submitted in the form as shown on Exhibit "C", OTIA Progress Billing, attached hereto and by this reference made a part hereof. Invoices will identify the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project.

6. City shall submit a billing at the time City documents that Construction Completion, as set out in City Obligations, Paragraph 4, is complete. The billing will indicate total Project costs incurred to date, whether there are unresolved claims, and the anticipated timeline for resolving claims and closing the Project.

7. City shall be responsible for any and all costs of Project which are not covered by OTIA funds except for as outlined in Metro resolution 02-3151, attached, and in Exhibit "A" of this document. City shall be responsible for all costs of the Project when the maximum amount of OTIA funds obligated under this Agreement have been expended.

8. City agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference.

9. City shall perform the service under this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

10. City, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply

with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. City shall ensure that each of its contractors complies with these requirements.

11. City will maintain the improvements made as a result of the Project at the same level as other similar facilities owned by City.

12. City agrees that the Project will be on the public right-of-way and will serve general transportation needs.

13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:

- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
- b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the City or other road authority, whether that permission is expressed or implied, and whether written or oral.

14. City certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within City's appropriation or limitation of the budget. City further agrees that they will only submit invoices to ODOT for reimbursement on work that has been performed and paid for by City.

15. City shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of City, its consultant, its contractor, its officers, subcontractors, agents, or employees under this agreement.

16. City's Project Liaison for this agreement is: Mike Stone, City of Wilsonville 30000 SW Town Center Loop E, Wilsonville, Oregon 97070. Phone (503) 682-4960. City's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

17. City shall place signs that identify Project as "*Another Project Funded by 2001 Oregon Transportation Investment Act*" (ODOT approved design). City may affix additional signage that identifies local funds used for the Project.

18. City agrees that it will call attention to the Project and help make it visible to the public.

19. City agrees to provide progress information and photographs in a suitable format for posting on the OTIA web site maintained by ODOT and to provide appropriate links from City's web sites to the OTIA web site.
20. City agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit A, Special Conditions, which is attached and made part of this Agreement.

ODOT OBLIGATIONS

1.
 - a. ODOT shall reimburse City 54 % of eligible, actual PE and ROW costs and 16% of eligible actual construction costs incurred under this agreement, up to the maximum amount of ODOT funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that City is meeting the Project milestones set out in City Obligations, Paragraph 4. a. However, the participation rate may be billed at 100% by the City for ODOT reimbursement in the 2002-03 budget year. Under no conditions shall ODOT's total obligation exceed \$3,933,003 (\$1,976,378 in OTIA funds and \$1,956,625 in federal funds available to ODOT) including all expenses.
 - b. In the event that City has not met a Project milestone, ODOT shall change its rate of reimbursement to City to be one-half of the rate specified in Paragraph 1.a. until such time as Project is back on schedule.
 - c. When the Project is back on schedule, according to the milestones set out in City Obligations 4.a., including a revised schedule adopted by formal amendment per City Obligations 4.d., ODOT shall pay City any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
 - d. ODOT agrees to comply with the provisions of ORS 293.462 with regard to timely payment.
 - e. ODOT agrees to review and issue the necessary permits in a timely manner for work within ODOT right-of-way.
2. ODOT certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within ODOT's current appropriation or limitation of current biennial budget.
3. ODOT's Project Liaison for this agreement is: Janeen Adamo, 123 NW Flanders, Portland Or. 97209 (503-731-4179). ODOT's Liaison shall:
 - a. Receive any notices provided by City under this agreement.
 - b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of City's invoices by ODOT.
 - c. Advise City at City's request on matters affecting the Project.
 - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

4. ODOT shall review the documentation provided by City to ensure that the Project undertaken by City is the Project approved by the Oregon Transportation Commission at its January 16, 2002 meeting.
5. ODOT shall, at Project expense, review and concur with the plans and specifications for the Project, prior to advertisement for construction bid proposals.
6. ODOT shall approve City's selection of consultants or contractors, and right-of-way purchase. ODOT shall advertise and award Project for construction.
7. ODOT shall maintain a web site for the 2001 OTIA Program listing Project status and accomplishment information for City's Project.

GENERAL PROVISIONS

1. This agreement may be terminated by mutual consent of both parties.
2. ODOT may terminate this agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If City fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
 - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
 - d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

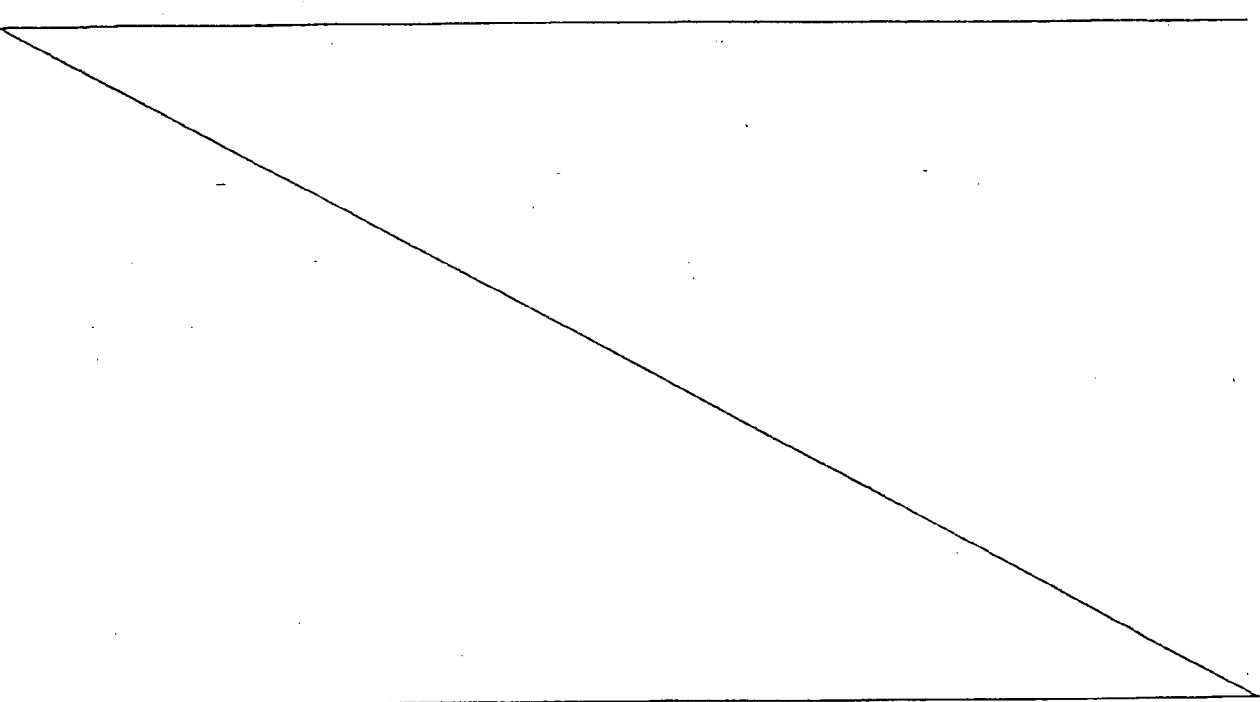
If ODOT terminates this agreement for the reasons described in General Provisions, Paragraph 2., "a" or "b" above, City must reimburse ODOT for all Oregon Transportation Investment Act funds expended. If City fails to reimburse ODOT, ODOT may withhold City's proportional share of State Highway Fund distribution necessary to reimburse ODOT for costs incurred by such City breach.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

3. City acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and

transcripts during the course of the Project and for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved this Project on January 16, 2002.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

The Director on January 31, 2002, approved Subdelegation Order No. 2, which grants authority to the Deputy Director for the Oregon Transportation Investment Act to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, in the Oregon Transportation Investment Act project list, or in the approved biennial budget.

APPROVAL RECOMMENDED

STATE OF OREGON, by and through
Its Department of Transportation

By Kay Van Antel
Region 1 Manager

By John Donberg
Executive Deputy Director

Date 2/4/03

Date 3-13-03

By C. M. N. H.
Tech Services Mgr/Chief Engineer

CITY OF WILSONVILLE, By and
through its Elected Officials

Date 3-12-03

By Wendell Johnson
Mayor

APPROVED AS TO LEGAL
SUFFICIENCY

By Andrea C. King
Recorder

By Dale K. Johnson
Assistant Attorney General

Date 2/11/03

Date 3/4/03

METRO, By and through its Elected Officials

APPROVED AS TO LEGAL
SUFFICIENCY

By [Signature]

By Michael E. Kohlhoff
City Attorney

Date 2/20/03

Date 2/10/03

By Marvin Lindbeck
Metro Attorney

RETURN AGREEMENT TO CITY

Date 2/19/03

Contact: Mike Stone
Address: C/O City of Wilsonville
30000 SW Town Center Loop E
Wilsonville, Oregon 97070

**EXHIBIT A
PROJECT DESCRIPTION
CITY OF WILSONVILLE
BOECKMAN ROAD TO TOOZE ROAD CONNECTION**

Extend Boeckman Road from 95th Avenue to the intersection of 110th Avenue and Tooze Road. Reconstruct Tooze Road from 110th Avenue to Grahams Ferry Road. The Project will include a travel lane in each direction, left turn lanes at intersections and major driveways, bicycle lanes, and sidewalks. The Project proposes construction of a bridge, storm sewer system, culverts, traffic signals, railroad crossing, landscaping, wetland mitigation, utility installation, water line installation and illumination.

Project Cost Estimate			Project Financing		
Preliminary engineering & design	\$	**1,215,000	City PE & ROW Contrib.	\$1,684,022	46%
Environmental	\$	275,000	OTIA	\$1,976,378	54%
Right-of-way purchase	\$	2,170,400			100% of PE & ROW
Total - PE & ROW	\$	3,660,400			
Construction	\$	12,032,603	*Metro Constr. Contrib.	\$1,956,625	16%
Total	\$	15,693,003	*ODOT Constr. Contrib.	\$1,956,625	16%
			*City Constr. Contrib.	\$8,119,353	68%
					100% of Constr.

* January 2002 Oregon Transportation Committee meeting minutes and Metro Resolution 02-3151, attached hereto, marked "Exhibit D", and by this reference made a part hereof, document the following: A commitment has been made of \$1,956,625 each from Metro, ODOT, the City of Wilsonville and Clackamas County to the Sunnyside Road OTIA and Boeckman Road OTIA projects, with the further commitment that those agencies shall seek federal discretionary or other earmark funds to directly offset that commitment. Therefore, should future discretionary funds be made available for this Project, all parties shall equally divide said discretionary funds and agency funding commitments shall be reduced by that amount, through amendment to this agreement.

** Includes Access Management Plan.

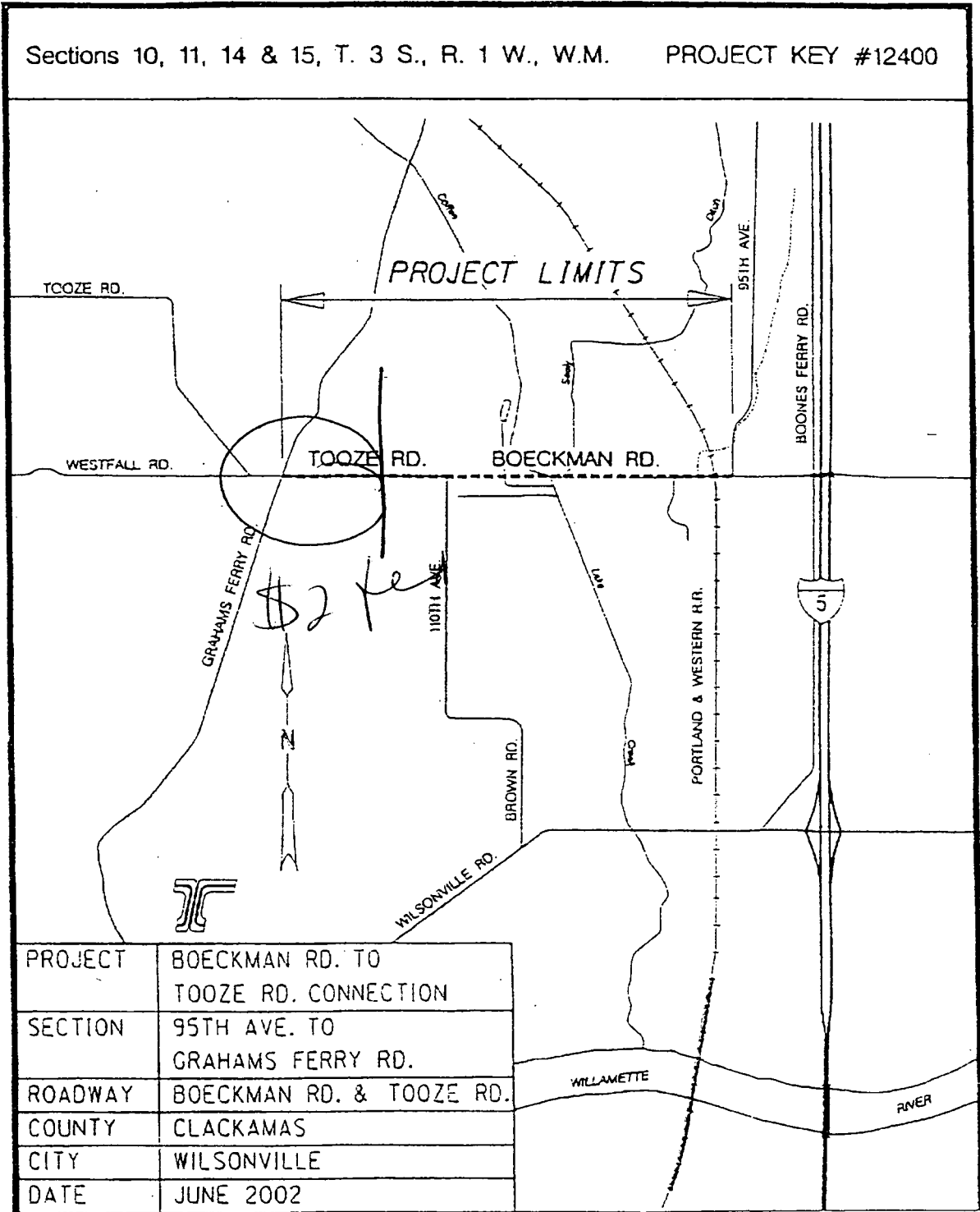
SPECIAL CONDITIONS

The Oregon Transportation Commission approved Projects for funding under OTIA subject to certain conditions:

1. Complete an environmental assessment that analyzes Boeckman Road/Tooze Road.
2. The City of Wilsonville shall develop an access management plan for the Project consistent with the Oregon Highway Plan. The City of Wilsonville shall adopt the access management plan as part of a legally binding, enforceable intergovernmental agreement between the City of Wilsonville and ODOT. The intergovernmental agreement shall include the following elements:
 - If the agreement is to be terminated that the City of Wilsonville give notice to ODOT in advance of a public hearing on the matter and that the public hearing be held prior to the expiration of the agreement.
 - Changes or termination of the agreement in advance of expiration shall require formal affirmative action by the Oregon Transportation Commission and the City of Wilsonville.
 - The agreement can expire if the City of Wilsonville includes the access management plan in its Transportation System Plan.
 - The access management plan will apply appropriate access spacing standards as found in the 1999 Oregon Highway Plan or in the local Transportation System Plan (whichever is more restrictive).

EXHIBIT B - OTIA AGREEMENT No.19,519
CITY OF WILSONVILLE
BOECKMAN ROAD TO TOOZE ROAD CONNECTION

Sections 10, 11, 14 & 15, T. 3 S., R. 1 W., W.M. PROJECT KEY #12400



PROJECT	BOECKMAN RD. TO TOOZE RD. CONNECTION
SECTION	95TH AVE. TO GRAHAMS FERRY RD.
ROADWAY	BOECKMAN RD. & TOOZE RD.
COUNTY	CLACKAMAS
CITY	WILSONVILLE
DATE	JUNE 2002

EXHIBIT C
Oregon Transportation Investment Act (OTIA)
Progress Billing

City: CITY OF WILSONVILLE
 Project: BOECKMAN ROAD TO TOOZE ROAD CONNECTION
 Agreement No.: 19,519
 Billing Period: _____ to _____

	Costs Incurred This Period	Costs Billed Previously	Total Cost To Date	Participation Rate *	Total Amount Claimed	Prior Total Claimed	Amount Claimed This Period	Percent Complete This Phase
Planning								
Engineering Design								
Right of Way								
Construction								
Total								

Submission of this request certifies that, in accordance with the laws of the State of Oregon and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible pursuant to the Intergovernmental Agreement between City and the Oregon Department of Transportation. Also, no other claims have been presented to, or payment made by, the State of Oregon for those costs claimed for reimbursement.

* Per paragraph 1.a. under "ODOT obligations", page 6 of this document, initial billings will be 100% participation rate from OTIA 1 funds and reduced in subsequent budget year.

 City Project Liaison

 Date

(for ODOT use)

I have reviewed the above project and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of \$ _____.

 ODOT Project Liaison

 Date

EXHIBIT D
OTIA AGREEMENT No. 19,519
BOECKMAN ROAD TO TOOZE ROAD CONNECTION
Metro Council Resolution # 02-3151 (Page 1 of 2)

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING) FUNDS FOR THE SUNNYSIDE) ROAD AND BOECKMAN ROAD) PROJECTS.)	RESOLUTION NO. 02-3151 Introduced by Executive Officer Mike Burton
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WHEREAS, the 2001 Oregon Legislature passed HB 2142 Establishing the Oregon Transportation Investment Act (OTIA); and

WHEREAS, the OTIA included \$200 million for Lane Capacity and Interchange projects statewide; and

WHEREAS, the Oregon Transportation Commission (OTC) identified a \$70 million Oregon Department of Transportation (ODOT) Region 1 target for Lane Capacity and Interchange projects; and

WHEREAS, the OTC requested input from the Joint Policy Advisory Committee on Transportation (JPACT) on project recommendations for the \$70 million Region 1 Target for Lane Capacity and Interchange projects; and

WHEREAS, JPACT provided project funding recommendations for Lane Capacity and Interchange projects on November 2, 2001, that totaled \$78.462 million; and

WHEREAS, JPACT requested \$8.462 million more than the Region 1 target amount in order to achieve statewide equity for the region; and

WHEREAS, the \$8.462 million would be used to complete funding for two Clackamas County projects: Boeckman Road in Wilsonville; and Sunnyside Road in Clackamas County; and

WHEREAS, the Boeckman Road project will serve a significant compact, mixed-use development project at the Damascus Hospital site that will provide needed housing in Wilsonville and is consistent with region's 2040 Growth Concept and Regional Transportation Plan (RTP), as well as state objectives for compact development; and

WHEREAS, the Sunnyside Road project provides needed access to an area urbanizing consistent with ORS 197.298 and state Goal 14 for urban expansion on "exception lands," and is consistent with region's 2040 Growth Concept and the RTP; and

WHEREAS, at their December 12, 2001, meeting, the OTC retained the \$70 million Region 1 target for Lane Capacity and Interchange projects and requested that JPACT develop a program within that target; and

WHEREAS, at their December 13, 2001, meeting JPACT requested that representatives of Clackamas County, Wilsonville, ODOT, and Metro work with the JPACT representative for the Cities of Clackamas County to develop a strategy for balancing the Region 1 OTIA project list at \$70 million with consideration given to recommending either in whole or in part the Boeckman and Sunnyside projects; and

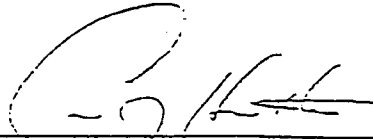
EXHIBIT D
OTIA AGREEMENT No. 19,519
BOECKMAN ROAD TO TOOZE ROAD CONNECTION
Metro Council Resolution # 02-3151 (Page 2 of 2)

WHEREAS, the Clackamas County, Wilsonville, ODOT, and Metro representatives met in Lake Oswego on December 18, 2001, and recommended a strategy that results in a combination of OTIA, Metro MTP, ODOT STEP, and local funds to complete both the Boeckman and Sunnyside projects by Fiscal Year (FY) 2006; and;

NOW THEREFORE BE IT RESOLVED that the Metro Council and JPACT find that:

1. A funding and implementation strategy for Boeckman Road and Sunnyside Road (122nd to 142nd) should be pursued as shown in Exhibit A to this resolution.
2. The strategy shown in Exhibit A represents a Metro Council and JPACT commitment of \$1,956,625 from the FY 04-07 MTP to the Boeckman project.
3. The Metro Council and JPACT will request an additional \$1,956,625 from ODOT as a Region 1 priority for the 2004-2007 STEP.
4. That the MTP commitment is conditioned on commitments of \$1,956,625 each from ODOT, the City of Wilsonville and Clackamas County to the Sunnyside and Boeckman Road projects.
5. Efforts will be made to avoid or minimize the above funding commitments by seeking other sources such as federal discretionary funds.
6. This strategy, together with previously recommended projects identified in the letter from JPACT to the OTC dated November 2, 2001, results in a \$70 million Region 1 Metro area recommendation for OTIA Lane Capacity and Interchange projects and is consistent with the OTC Region 1 target.
7. The strategy be forwarded to the OTC for their consideration at their January 16, 2001, meeting.

ADOPTED by the Metro Council this 10th day of January, 2002.



Carl Hosticka, Presiding Officer

Approved as to form:



Dan Cooper, General Counsel

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 02-3151, FOR THE PURPOSE OF APPROVING FUNDS FOR THE SUNNYSIDE ROAD AND BOECKMAN ROAD PROJECTS

Date: December 21, 2001

Prepared by: Andrew Cotugno

DESCRIPTION

This resolution would commit future Metro Transportation Improvement Program (MTIP) funding toward the construction of a project on Boeckman Road in Wilsonville; it would also recommend that the Oregon Department of Transportation (ODOT) commit \$10.4 million of Bond funds from the Oregon Transportation Investment Act (OTIA) toward both the Sunnyside Road and Boeckman Road projects and commit \$2 million of future funds from the State Transportation Improvement Program (STIP) toward the Boeckman Road project. These commitments are recommended conditioned on Clackamas County and Wilsonville each committing another \$2 million toward the projects.

Existing Law

These actions are proposed under the authority of the Metro Council, in concert with the Joint Policy Advisory Committee on Transportation (JPACT), operating as the Metropolitan Planning Organization under federal law, to allocate federal transportation funds.

Background

At their October 4, 2001, meeting, JPACT recommended projects for funding through the OTIA. Included in that recommendation was a request to fund \$13.0 million toward a Sunnyside Road project from 122nd to 142nd Avenues as well as \$7.8 million toward an extension of Boeckman Road to Tooze Road in Wilsonville. At their December 12, 2001, meeting, JPACT was informed that the Oregon Transportation Commission was prepared to fund \$10.4 million from the OTIA Bond funds toward these projects and directed JPACT to recommend how to split these funds between the two projects. At the meeting there was discussion of committing the full amount toward a Sunnyside Road project from 122nd to 142nd (with \$11.3 million of matching funds from Clackamas County) -or- to commit the requested \$7.8 million toward the Boeckman Road project, leaving \$2.6 million to go toward the Sunnyside Road project. JPACT concluded they preferred not to chose between the two projects and asked staff to return at the January 10, 2002, JPACT meeting with a recommendation on how to fund both projects. Staff suggested that additional funding contributions from all four parties (MTIP, STIP, Clackamas County and Wilsonville) should be considered.

Budget Impact

There is no impact on the Metro budget. However, this does represent a commitment of \$2 million against Fiscal Year 2006/07 MTIP funding toward these projects and a request to commit \$2 million of Fiscal Year 2006/07 STIP funding by ODOT.

Outstanding Questions

This recommendation is subject to concurrence by the other parties, particularly the Oregon Transportation Commission, Clackamas County, and Wilsonville. In addition, cash-flow and project phasing requirements could result in the precise schedule of funding being altered within the total amounts approved. Future commitments of MTIP and STIP funding is proposed from currently unallocated FY 2006/07 funds. However, at that time, consideration can be given to advance these funds if other MTIP and STIP cash flow requirements allow.

Recommendation

It is recommended that the funding for the two projects be revised as follows:

	Current Proposal	Changes	Recommended Proposal
Sunnyside Road – 122nd to 142nd			
Local	\$11,300,000	+1,956,625	\$13,256,625
OTIA	10,400,000	-1,956,625	8,443,375
Total	\$21,700,000	0	\$21,700,000
Boeckman Road Extension to Tooze Rd.			
Local	\$7,846,500	+1,956,625	\$9,803,125
OTIA	7,846,500	-5,869,875	1,976,625
MTIP	0	+1,956,625	1,956,625
STIP	0	+1,956,625	1,956,625
Total	\$15,693,000	0	\$15,693,000

(Note: See Exhibit A to Resolution 02-3151 for a more detailed breakdown of funding by project phase and schedule.)

The change in funding described above results in a recommendation to the OTC that the OTIA Bond Funds be split \$8,443,375 toward the Sunnyside Road project and \$1,976,625 toward the Boeckman Road project. This is predicated on a future commitment of FFY '06/07 MTIP funding and a request that ODOT commit future FFY '06/07 STIP funding in the amount of \$1,956,625 each. Further, it is conditioned on Clackamas County and Wilsonville each committing another \$1,956,625 toward each of their projects.

In addition, because of the increased local share, it is recommended that ODOT consider a loan to Wilsonville and/or Clackamas County from the State Infrastructure Bank. This would help alleviate local cash-flow problems. Since both local shares are planned to be paid for through various development fees, this could be an important financing tool.

Approval of this recommendation would complete the funding for the Boeckman Road project. However, it would only complete the funding for the Sunnyside Road project from 122nd to 142nd. It is anticipated that future applications for MTIP funding will be considered for the remaining sections to 152nd and 172nd.

On January 4, 2002, the Transportation Policy Alternatives Committee (TPAC) recommended an amendment to Resolution 02-3151 to read:

WHEREAS, now therefore be it resolved that the Metro Council and JPACT find that:

5. Efforts will be made to avoid or minimize the above funding commitments by seeking other sources such as federal discretionary funds.



29799 SW Town Center Loop E
Wilsonville, Oregon 97070
(503) 682-1011
(503) 682-1015 Fax Administration
(503) 682-7025 Fax Community Development

October 3, 2006

Debbie J. Burgess
Local Programs Specialist
Contracts and Agreements Unit
Oregon Department of Transportation
355 Capital Street NE
Salem OR 97301-3871

Re: Boeckman Road-Tooze Road Connection
MCA # 19,519 Amendment No. 2

Ms. Burgess;

I am returning to you the six blue back originals of Amendment No. 2 to MCA Agreement No. 19, 519 signed by Mayor Charlotte Lehan on behalf of the City of Wilsonville. In addition, I have included a copy of the resolution authorizing her to sign the Amendment. Once Amendment No. 2 has been fully executed, please return a copy to my office.

Should you have any questions, do not hesitate to call me at 503-570-1506.

Sincerely,

Sandra C. King, MMC
City Recorder

/sck

Enclosures



September 19, 2006

Mike Stone
City of Wilsonville
29799 Town Center Loop E.
Wilsonville, Oregon 97070

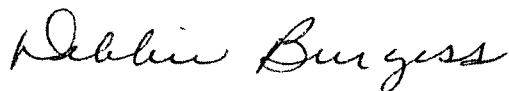
SUBJECT: Boeckman Road-Tooze Road Connection
MCA# 19,519 Amendment No.2

Alison Kean Campbell of Metro forwarded onto your office 6 bound copies of the proposed agreement for the subject project. **Please review with your staff and with other affected personnel and if satisfactory, secure the necessary signatures and return the bound, signed copies to me at this office. BB's should not be returned to Metro (once fully executed Salem will distribute the final BB's).** (Please Note: It's Required that you sign AND date the attached documents or the execution of the agreement cannot be completed and the documents will be returned to you.)

I am enclosing an unbound copy for your use. The unbound copy may be retained for your reference until Salem Contracts Unit sends you an original signed, executed agreement. **(Please note: the blue coverings are not to be removed; these bound copies indicate that each bound contract is complete and identical.)**

A fully executed copy of the agreement will be sent to you for your files following final action by the Department of Transportation. If it should be sent from Salem to a specific person or address, please let us know that information.

If you have any questions, please call me at 503-743-3157.



Debbie J. Burgess
Local Programs Specialist
Contracts and Agreements Unit

Att.

DB/pl

cc: Kristin Retherford, City of Wilsonville
Jadene Stensland, City of Wilsonville

**METRO***Alison Kean Campbell**Tele: (503) 797-1511**FAX: (503) 797-1792*

September 15, 2006

Mike Stone
City Wilsonville
30000 SW Town Center Loop E
Wilsonville, Oregon 97070

Re: Amendment No. 2 to State of Oregon's MCA Contract No. 19,519
2001 Oregon Transportation Investment Act Agreement
Boeckman Road – Tooze Road Connection

Dear Mr. Stone:

Enclosed are six sets executed by Metro on the above-referenced 2001 Oregon Transportation Investment Act Agreement among the Oregon Department of Transportation, City of Wilsonville and Metro regarding the above-referenced project.

Please provide a fully executed set to my attention when available. Meanwhile, if you have any questions on the foregoing, please do not hesitate contact me at 503/797-1511.

Very truly yours,

A handwritten signature in black ink, appearing to read 'AKC', written in a cursive, flowing style.

Alison Kean Campbell
Senior Attorney
Office of Metro Attorney

AKC/sm
Enclosures

cc: Thomas L. Weatherford, ODOT
Ted Leybold, Metro Planning Dept.